

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CLINTON REILLY,

Plaintiff,

v.

MEDIANEWS GROUP, INC.; THE
HEARST CORPORATION; STEPHENS
GROUP INC.; GANNETT CO., INC.; and
CALIFORNIA NEWSPAPERS
PARTNERSHIP,

Defendants.

Case No. 06-CV-04332-SI

[Complaint Filed: July 14, 2006]

STIPULATION AND PROTECTIVE
ORDER FOR CONFIDENTIAL
INFORMATION

Judge: Hon. Susan Illston

Trial Date: February 26, 2007

1 WHEREAS, defendants MediaNews Group, Inc., The Hearst Corporation, Stephens
2 Group Inc., Gannett Co., Inc. and California Newspapers Partnership, and plaintiff Clinton
3 Reilly, have information and material that is proprietary, confidential, and not in the public
4 domain, the unrestricted disclosure of which may cause undue damage to the parties and
5 their businesses; and

6 WHEREAS, information and material that the parties to this Protective Order may
7 seek in discovery may be of such confidential nature; and

8 WHEREAS, the parties to this action have agreed to protect the confidentiality of
9 such information and materials upon the following terms and conditions;

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11 NOW, THEREFORE, it is hereby stipulated and agreed as follows:

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13 1. Materials that contain or comprise non-public information may be designated
14 as "Confidential" in the manner described below, so long as those materials concern trade
15 secrets, information subject to a legally protected right of privacy, information that would
16 reveal confidential research, strategy, business development, commercial or proprietary
17 information, or information otherwise privileged or protected under state or federal law.
18 This includes, without limitation: (a) documents, exhibits, deposition transcripts and
19 written, recorded or electronic materials containing such confidential matters; (b) any
20 copies, notes, or summaries of such information; and (c) the information itself. The
21 material referred to above shall be referred to herein as "Confidential Materials."

22 2. Any party or non-party may designate as Confidential Materials any
23 information or materials it furnishes, whether voluntarily or pursuant to subpoena, request
24 for production or court order, to any party in connection with this litigation. Such
25 designation shall constitute a representation to the Court that such party or its counsel
26 believe that the Confidential Materials so provided are Confidential within the meaning of
27 this Order. If any party objects to the designation of information or materials as
28 Confidential Materials and the parties are not able to resolve any such objection, and a

1 motion is brought before the Court to resolve the dispute, such Confidential Materials shall
2 remain subject to the terms of this Order until the Court rules that such Confidential
3 Materials were not properly designated as Confidential under this Order.

4 3. Information and materials shall not be considered Confidential Materials to
5 the extent they:

6 (a) are in the public domain at the time of disclosure;

7 (b) become part of the public domain at any time after disclosure through
8 no fault of the receiving party;

9 (c) consist of information that the receiving party can show it obtained or
10 developed (i) lawfully, (ii) independently, and (iii) without any obligation or duty or
11 confidentiality to the party or non-party claiming its confidential nature.

12 4. A party or non-party may designate documents or other tangible materials as
13 Confidential Materials by stamping or otherwise affixing a legend substantially as follows:
14 "Confidential – Subject to Protective Order" on the Confidential Materials at or before
15 production, or by written notice to all parties specifying the Bates numbers of the
16 documents subject to such designation. Such designation need not be made until the
17 materials have been inspected by counsel for the receiving party and copies requested by
18 such counsel. In addition, documents previously stamped "Confidential" and submitted to
19 the Department of Justice shall be deemed designated as Confidential Materials when
20 produced in this action.

21 5. If a producing party inadvertently fails to designate materials as Confidential
22 at the time they are produced, it may subsequently designate them Confidential by
23 notifying all other parties and either furnishing replacement copies bearing the legend
24 specified in paragraph 4 or requesting the other parties to mark their copies of the newly
25 designated materials accordingly. Materials designated Confidential in this manner shall
26 thereafter be treated as Confidential Materials subject to the terms of this Order.

27 6. For deposition testimony, counsel may invoke the provisions of this Order by
28 stating on the record during the deposition that testimony given at the deposition, or a

position thereof, is Confidential. Deposition testimony may also be designated confidential by giving written notice to all other parties within fourteen days after receiving the transcript from the reporter. The notice shall specify the pages or portions thereof designated Confidential. All parties shall affix the legend required by paragraph 4 on each page of the transcript designated Confidential at the deposition or by subsequent written notice. Deposition transcripts shall be treated in their entirety as Confidential Materials for the first fourteen days after receipt.

7. All Confidential Materials shall be used by the parties and their counsel solely for the purpose of the prosecution or defense of this litigation, including preparing for and conducting pre-trial proceedings and the trial in this action. Such Confidential Materials shall not be disclosed to anyone except as provided herein and the contents thereof shall not be used for any other purpose, or used in any other litigation or proceeding.

8. Confidential Materials, or copies or extracts therefrom and the information therein, may be given, shown, made available to, or communicated to only the following persons:

- (a) the Court and all persons assisting the Court in this action;
- (b) court reporters and videographers who record depositions or other testimony in this action;
- (c) officers, directors and employees, including in-house counsel of a party, who are directly involved in or whose consultation with counsel is necessary for the preparation, trial or appeal of this action;
- (d) outside counsel for the parties, which shall mean the attorneys of the outside firms representing any party and their necessary paralegal, secretarial or clerical personnel who assist them;
- (e) third-party consultants and independent experts, and their staffs, to whom it is necessary that the Confidential Materials be shown for the purpose of assisting

1 counsel in this litigation or preparing for trial testimony, provided that such persons first
2 execute Exhibit A to this Order;

3 (f) deposition witnesses, provided that, as to non-party deponents, they
4 first execute Exhibit A to this Order;

5 (g) any other person upon the written authorization of the party or non-
6 party who designated the information or materials as "Confidential" (which authorization
7 may be recorded in a deposition or other transcript), or pursuant to court order.

8 9. A party or non-party may further restrict the use and disclosure of highly
9 sensitive Confidential Materials of current significance by additionally designating them as
10 "Counsel Only." This designation shall be made in the same manner as materials are
11 designated Confidential by the addition of the words "Counsel Only" to the legend
12 appearing on the face of documents, transcripts, and other tangible materials or by written
13 notice to all parties specifying the Bates numbers of the documents subject to Counsel
14 Only restrictions. Confidential Materials designated as Counsel Only may be disclosed to
15 in-house counsel but not to any other officers, directors, or employees of a non-producing
16 party. They may be disclosed to all other persons named in paragraph 8, consistent with
17 the terms of this Order. Local Rule 79-5 and

18 10. All filings containing Confidential Materials shall comply with the Court's
19 Standing Order concerning sealed documents.

20 11. Nothing herein contained shall prevent any of the parties from using
21 Confidential Materials in connection with any trial or hearing in this matter; provided,
22 however, that any party intending to use Confidential Materials at trial or a hearing must
23 notify the other parties of the intended use by the deadline for exchanging trial exhibits or,
24 in the case of a hearing, at least two weeks before the hearing date. The notice shall
25 identify the Confidential Materials with enough specificity to allow any affected party to
26 apply to the Court for a protective order governing the use of the Confidential Materials at
27 the trial or hearing. The use of Confidential Materials at trial or a hearing shall be
28 governed by such order as the Court may make at the time. Confidential Materials that are

1 not received into evidence at trial or a hearing shall retain their Confidential status under
2 this Protective Order.

3 12. Nothing in this Order shall prevent the party designating materials as
4 Confidential from using or disclosing those Confidential Materials in a manner
5 inconsistent with this Order.

6 13. The provisions of this Order may be modified at any time by stipulation of
7 the parties approved by order of the Court. In addition, a party may at any time apply to
8 the Court for modification of this Order.

9 14. Upon the termination of this litigation, the originals and all copies, whether
10 exact copies or compilations, digests or non-exact copies in any form, of Confidential
11 Materials shall be returned to the party or non-party who produced such Confidential
12 Materials, or may be disposed of in some other manner that is mutually agreeable among
13 the parties. Notwithstanding this, however, counsel of record may retain their file copies
14 of all court filings, trial transcripts and exhibits admitted into evidence.

15 15. The termination of proceedings in this action shall not thereafter relieve the
16 parties from the duties arising under this Order, and the Court shall retain jurisdiction to
17 enforce this Order.

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19 IT IS SO STIPULATED AND AGREED:
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Dated: September __, 2006

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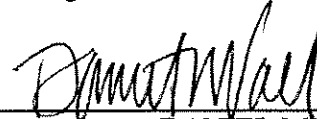
By _____ /S/
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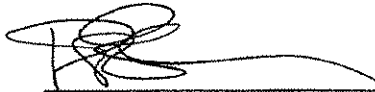
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20 CLINTON REILLY

21 ORDER

22 After due consideration of the proposed Stipulation and Order for Confidential
23 Materials submitted by the parties and the issues raised thereby, and good cause appearing
24 therefore,

25 IT IS SO ORDERED.

26 Dated: _____, 2006



EXHIBIT "A"

I, _____, have read the attached Protective Order for Confidential Information, understand its contents, and agree to be bound by its terms. I understand that a violation of this undertaking could be punishable as a contempt of court.

I declare under penalty of perjury under the United States of America and the State of California that the foregoing is true and correct.

Dated: _____

Name: _____

Signature: _____